the learned judge in the principal case, the question as to the application of the exception to particular cases, heretofore has hinged on the degree of negligence shown by the holder of the forged instrument, the tendency being to hold a slight degree of negligence sufficient to take a case out of the operation of the exception. The principal case goes one step farther and practically does away with the exception altogether, save where the party receiving the money has been misled to his prejudice by the drawee's mistake.

BOUNDARIES—ARTIFICIAL BODIES OF WATER.—In 1872 H. and W. owned lots of land separated by a small brook. In that year the city took the brook and strips of adjoining land as a reservoir for the use of the fire department. In 1875 W. conveyed land "bounded on the south by the city reservoir" to defendant's grantor. In 1895 the city abandoned the reservoir and defendant took possession of so much of the land as was originally a part of the W. lot, claiming it under the deed of 1875. In 1904 W. conveyed these demanded premises to plaintiff. *Held,* the demanded premises did not pass under the deed of 1875. *Dillon* v. *Burke* (1906), — N. H. —, 63 Atl. Rep. 927.

In so holding the court does not follow the general rule that where land is bounded "by the pond" created by damming a stream, the grantee will take to the thread of the original stream, (*Mansur* v. *Blake,* 62 Me. 38; *Mill River Woolen Mfg. Co.* v. *Smith,* 34 Conn. 462; SHAW, Ch. J. in *Waterman* v. *Johnson,* 13 Pick. 261; *Lowell* v. *Robinson,* 16 Me. 357) but applies in the construction of this deed the presumption which ordinarily obtains where the granted premises are surrounded by other lands. No authorities are cited but the decision seems to be based upon the grounds that the reservoir had none of the characteristics nor could be subjected to any of the uses of the ordinary brook; that there was no evidence that the use of these two strips in connection with each other was necessary to the enjoyment of either; also that the reasons assigned for holding that it is more probable than otherwise the parties intended that the boundary line in a conveyance in which the granted premises are bounded by a highway or stream should be the center thereof, have no application to the facts of this case. In regard to this last proposition it does not seem that, in the absence of expressed intention, the grantor could be presumed to have intended that this triangular strip 30 feet in the front by 2½ feet in the back, subject to an indefinite easement, should not pass. Then, too, there is the old rule that the deed should be construed most strongly against the grantor.

CARRIERS—WHO ARE PASSENGERS—FRAUD IN SECURING CARRIAGE.—Plaintiff had procured at reduced rates a three months' ticket, good only for students under the age of eighteen years, by falsely representing that she was under eighteen and a member of a certain school, whereas she was over eighteen and not a student. She was injured through the negligence of defendant. *Held,* she was not a passenger. *Fitzmaurice* v. *New York, N. H. & H. R. R.* (1906), — Mass. —, 78 N. E. Rep. 418.

This is but a new application of the doctrine that fraud vitiates the contract and the party guilty of the fraud can have no benefits under the